

Exhibit 1

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE EASTERN DISTRICT OF MISSOURI  
3                   EASTERN DIVISION

4 Cassie Green a.k.a  
5 Cassie Hayes- McDonald,  
6                   Plaintiff,

7                   vs.

8                   Equifax Information Services, LLC,  
9                   Trans Union, LLC,  
10                  Americollect, Inc.,  
11                  Pennsylvania Higher Education Assistance  
12                  Agency dba FedLoan Servicing,  
13                  Barclays Bank Delaware,  
14                  Ally Financial, Inc.,  
15                  Caine & Weiner Company, Inc.,

16                  Defendants.

Case No.: 4:20-cv-01096-SRC

**SECOND AMENDED COMPLAINT**

**JURY TRIAL DEMAND**

17  
18                  NOW COMES THE PLAINTIFF, CASSIE GREEN a.k.a. CASSIE HAYES-  
19                  MCDONALD, BY AND THROUGH COUNSEL, Richard M. Maseles Andrew M.  
20                  Esselman, pursuant to this Court granting leave to file an amended complaint, and for  
21                  her Second Amended Complaint against the Defendants, pleads as follows:

22                  **JURISDICTION**

23  
24                  1. Jurisdiction of this Court arises under 15 U.S.C. § 1681p.

25                  1. This is an action for damages, brought against a debt collector for violating the

26                  Fair Debt Collection Practices Act at 15 U.S.C. § 1692 et seq. ("FDCPA").

27  
28                  Formatted: Default, Adjust space between Latin and Asian  
text, Adjust space between Asian text and numbers

2. This is an action brought by a consumer for violation of the Fair Credit Reporting Act (15 U.S.C. §1681, et seq., hereinafter “FCRA”)).

## **VENUE**

3.2. The transactions and occurrences that give rise to this action occurred in  
the City of Black Jack, St. Louis County, Missouri.

4.3. \_\_\_\_\_ Venue is proper in the Eastern District of Missouri, Eastern Division.

~~5. This is an action for damages, brought against a debt collector for violating the Fair Debt Collection Practices Act at 15 U.S.C. § 1692 et seq. (“FDCPA”).~~

PARTIES

6.4. Plaintiff is a natural person residing in City of Black Jack, St. Louis County, Missouri.

7.5. The Defendants to this lawsuit are:

a. ~~Equifax Information Services, LLC ("Equifax") is a Georgia limited liability company that conducts business in the State of Missouri;~~

b. Trans Union, LLC ("Trans Union") is a foreign limited liability company that conducts business in the State of Missouri;

e.a. \_\_\_\_\_ Americollect, Inc. (“Americollect”) is a foreign corporation that

- d. Pennsylvania Higher Education Assistance Agency dba FedLoan Servicing (“PHEAA”) is a foreign corporation that conducts business in the State of Missouri;
- e. Barclays Bank Delaware (“Barclays”) is a foreign corporation that conducts business in the State of Missouri;
- f. Ally Financial, Inc. (“Ally Financial”) is a foreign corporation that conducts business in the State of Missouri; and
- g.b. Caine & Weiner Company, Inc. (“Caine & Weiner”) is a foreign corporation that conducts business in the State of Missouri.

## **GENERAL ALLEGATIONS**

8.6. Americollect, PHEAA, Barclays, Ally Financial and Caine & Weiner (collectively "Furnishers") areis inaccurately reporting theirits respective Tradeline~~s~~ ("Errant Tradeline~~s~~") with an erroneous notation of "account in dispute" on Plaintiff's Equifax and Trans Union credit files.

9.7. Specifically, Americollect, ~~PHEAA~~, Barclays and Ally Financial areis inaccurately reporting ~~their its respective~~ tradelines with an erroneous notation of “account in dispute” on Plaintiff’s Equifax credit file.

10.8. Caine & Weiner is inaccurately reporting its tradeline with an erroneous notation of "account in dispute" on Plaintiff's Trans Union credit file.

1       11.9. Plaintiff no longer disputes the Errant Tradeline~~s~~.

2       12.10. On February 17, 2020, Plaintiff obtained her Equifax credit disclosure and  
3           noticed the Americollect, ~~PHEAA, Barclays and Ally Financial~~ Errant  
4           Tradelines reporting with a dispute notation, ~~of “accounts in dispute.”~~

5       13.11. On or about March 24, 2020, Plaintiff submitted a letter to  
6           Equifax informing Equifax that the Errant Tradeline is inaccurate and requesting  
7           that Equifax the credit bureau remove the dispute notation, ~~of “accounts in~~  
8           ~~dispute.”~~

9       14.12. Equifax forwarded Plaintiff's consumer dispute to Americollect and,  
10          PHEAA, Barclays and Ally Financial. Americollect, ~~PHEAA, Barclays and Ally~~  
11          Financial received Plaintiff's consumer dispute from Equifax.

12       15.13. Plaintiff had not received Equifax's investigation results. Therefore,  
13           on May 6, 2020, Plaintiff obtained her Equifax's credit disclosure, which showed  
14           that Americollect last reported its Errant Tradeline reflected by the Equifax  
15          Credit disclosure on April 27, 2020, after receipt of Plaintiff's letter, and that  
16          Equifax and, Americollect, PHEAA, Barclays and Ally Financial failed or  
17          refused to remove the notation of “accounts in dispute,” from the Errant  
18          Tradeline, in violation of the FDCPA. (Exhibit 1.)

16. On August 5, 2020, Plaintiff obtained her Trans Union credit disclosure and noticed the Caine & Weiner Errant Tradeline reporting inaccurately with erroneous notation of “account in dispute.”

17. On or about September 28, 2020, Plaintiff submitted a letter to Trans Union stating that she no longer disputes the Caine & Weiner Errant Tradeline and requesting the credit bureau to remove the notation of “account in dispute.”

~~18. Trans Union forwarded Plaintiff's consumer dispute to Caine & Weiner. Caine & Weiner received Plaintiff's consumer dispute from Trans Union.~~

~~19. Plaintiff had not received Trans Union's investigation results. Therefore, on November 13, 2020, Plaintiff obtained her Trans Union credit disclosure, which showed that Trans Union and Caine & Weiner failed or refused to remove the notation of "account in dispute."~~

14. Defendant's failure to remove the erroneous dispute notation of "account in dispute" makes the tradeline false and misleading to any user of the credit report. It also damages the Plaintiff by preventing her from obtaining any mortgage loan or refinancing of the same as no conventional lender will grant a mortgage based on any credit report that has any tradeline or other item flagged as disputed.

20.15. Americollect had ample time to instruct Equifax to remove the dispute notation.

1     16.As a direct and proximate cause of the Defendants' negligent and/or willful  
2         failure to comply with the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*,  
3         Plaintiff has suffered credit and emotional damages. Plaintiff has also  
4         experienced undue stress and anxiety due to Defendants' failure to correct the  
5         errors in her credit files or improve her financial situation by obtaining new or  
6         more favorable credit terms as a result of the Defendants' violations of the  
7         FCRA.  
8

9                          Formatted: English (Philippines)

10     17.Plaintiff suffered pecuniary and emotional damages as a result of Defendant  
11         Americollect's actions. Her credit report continues to be damages due to  
12         Defendant Americollect's failure to properly report the Errant Tradeline.  
13

14     21.

15                          Formatted: Indent: Left: 0.5", No bullets or numbering

16                          **COUNT I**

17                          **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
18                          **AMERICOLLECT**

19     22. Plaintiff realleges the above paragraphs as if recited verbatim.

20                          Formatted: Indent: Left: 0"

21     23. After being informed by Equifax of Plaintiff's consumer dispute of the erroneous  
22         notation, Americollect negligently failed to conduct a proper investigation of  
23         Plaintiff's dispute as required by 15 USC 1681s 2(b).

24                          Formatted: Centered, Indent: Left: 0"

25     24. Americollect negligently failed to review all relevant information available to it  
26         and provided by Equifax in conducting its reinvestigation as required by 15 USC

1 1681s 2(b) and failed to direct Equifax to report the remove the notation of  
2 "account in dispute."

3  
4 25.The Errant Tradeline is inaccurate and creates a misleading impression on  
5 Plaintiff's consumer credit file with Equifax to which it is reporting such  
6 tradeline.

7  
8 26.As a direct and proximate cause of Americollect's negligent failure to perform  
9 its duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
10 suffering, humiliation, and embarrassment.

11  
12 27.Americollect is liable to Plaintiff by reason of its violations of the FCRA in an  
13 amount to be determined by the trier of fact together with reasonable attorneys'  
14 fees pursuant to 15 USC 1681e.

15  
16 28.Plaaintiff has a private right of action to assert claims against Americollect arising  
17 under 15 USC 1681s 2(b).

18  
19 ————— **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
20 against the Defendant Americollect for damages, costs, interest, and attorneys'  
21 fees.

Formatted: List Paragraph, Line spacing: single, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Don't keep with next, Don't keep lines together

22  
23 —————  
24 ————— **COUNT II**  
25 —————  
26  
27  
28

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

1       **—WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**

2       **AMERICOLLECT**

3       —  
4  
5       29. Plaintiff realleges the above paragraphs as if recited verbatim.

6       30. After being informed by Equifax that Plaintiff disputed the accuracy of the  
7              information it was providing, Americollect willfully failed to conduct a proper  
8              reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to  
9              remove the notation of "account in dispute."

10       31. Americollect willfully failed to review all relevant information available to it and  
11              provided by Equifax as required by 15 USC 1681s 2(b).

12       32. As a direct and proximate cause of Americollect's willful failure to perform its  
13              duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
14              suffering, humiliation, and embarrassment.

15       33. Americollect is liable to Plaintiff for either statutory damages or actual damages  
16              she has sustained by reason of its violations of the FCRA in an amount to be  
17              determined by the trier of fact, together with an award of punitive damages in the  
18              amount to be determined by the trier of fact, as well as for reasonable attorneys'  
19              fees and costs she may recover therefore pursuant to 15 USC 1681n.

20  
21  
22  
23  
24  
25  
26  
27  
28

Formatted: Justified, Line spacing: Double, Numbered +  
Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 +  
Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab  
stops: Not at 1.69"

1     —**WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
2     against the Defendant Americollect for the greater of statutory or actual damages,  
3     plus punitive damages, along with costs, interest, and attorneys' fees.

Formatted: List Paragraph, Line spacing: single, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

5     —**COUNT III**

7     —  
8     —**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
9     —  
10     —  
11     —  
12     34. Plaintiff realleges the above paragraphs as if recited verbatim.

Formatted: Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

13     35. After being informed by Equifax of Plaintiff's consumer dispute of the erroneous  
14     notation, PHEAA negligently failed to conduct a proper investigation of  
15     Plaintiff's dispute as required by 15 USC 1681s 2(b).  
16  
17     36. PHEAA negligently failed to review all relevant information available to it and  
18     provided by Equifax in conducting its reinvestigation as required by 15 USC  
19     1681s 2(b) and failed to direct Equifax to report the remove the notation of  
20     "account in dispute."

Formatted: Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

21  
22     37. The Errant Tradelines are inaccurate and creates a misleading impression on  
23     Plaintiff's consumer credit file with Equifax to which it is reporting such  
24     tradelines.  
25  
26  
27  
28

1 ~~38. As a direct and proximate cause of PHEAA's negligent failure to perform its~~  
2 ~~duties under the FCRA, Plaintiff has suffered damages, mental anguish,~~  
3 ~~suffering, humiliation, and embarrassment.~~

4  
5 ~~39. PHEAA is liable to Plaintiff by reason of its violations of the FCRA in an amount~~  
6 ~~to be determined by the trier of fact together with reasonable attorneys' fees~~  
7 ~~pursuant to 15 USC 1681o.~~

8  
9 ~~40. Plaintiff has a private right of action to assert claims against PHEAA arising~~  
10 ~~under 15 USC 1681s 2(b).~~

11  
12 ~~WHEREFORE, PLAINTIFF PRAYS that this court grants her a judgment~~  
13 ~~against the Defendant PHEAA for damages, costs, interest, and attorneys' fees.~~

14  
15 ~~—~~  
16 ~~**COUNT IV**~~  
17 ~~—~~

18  
19 ~~—~~  
~~**WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**~~  
~~**PHEAA**~~  
20  
21 ~~—~~

22  
23 ~~41. Plaintiff realleges the above paragraphs as if recited verbatim.~~

24  
25 ~~42. After being informed by Equifax that Plaintiff disputed the accuracy of the~~  
~~information it was providing, PHEAA willfully failed to conduct a proper~~

26  
27  
28

**Formatted:** List Paragraph, Line spacing: single, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Don't keep with next, Don't keep lines together

**Formatted:** Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: Not at 1.69"

1       reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to  
2       remove the notation of "account in dispute."  
3

4       43.PHEAA willfully failed to review all relevant information available to it and  
5       provided by Equifax as required by 15 USC 1681s 2(b).

6       44.As a direct and proximate cause of PHEAA's willful failure to perform its duties  
7       under the FCRA, Plaintiff has suffered damages, mental anguish, suffering,  
8       humiliation, and embarrassment.

9  
10      45.PHEAA is liable to Plaintiff for either statutory damages or actual damages she  
11       has sustained by reason of its violations of the FCRA in an amount to be  
12       determined by the trier of fact, together with an award of punitive damages in the  
13       amount to be determined by the trier of fact, as well as for reasonable attorneys'  
14       fees and costs she may recover therefore pursuant to 15 USC 1681n.

15      —**WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
16       against the Defendant PHEAA for the greater of statutory or actual damages, plus  
17       punitive damages, along with costs, interest, and attorneys' fees.  
18

19       Formatted: List Paragraph, Line spacing: single, Numbered  
20       + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 +  
21       Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

22       —  
23       —**COUNT V**  
24       —  
25

26       —**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
27       **BY BARCLAYS**  
28

29       Formatted: Justified, Line spacing: Double, Numbered +  
30       Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 +  
31       Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

1 —  
2  
3 46. Plaintiff realleges the above paragraphs as if recited verbatim.  
4  
5 47. After being informed by Equifax of Plaintiff's consumer dispute of the erroneous  
6 notation, Barclays negligently failed to conduct a proper investigation of  
7 Plaintiff's dispute as required by 15 USC 1681s 2(b).  
8  
9 48. Barclays negligently failed to review all relevant information available to it and  
10 provided by Equifax in conducting its reinvestigation as required by 15 USC  
11 1681s 2(b) and failed to direct Equifax to report the remove the notation of  
12 "account in dispute."  
13  
14 49. The Errant Tradeline is inaccurate and creates a misleading impression on  
15 Plaintiff's consumer credit file with Equifax to which it is reporting such  
16 tradeline.  
17  
18 50. As a direct and proximate cause of Barclays' negligent failure to perform its  
19 duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
20 suffering, humiliation, and embarrassment.  
21  
22 51. Barclays is liable to Plaintiff by reason of its violations of the FCRA in an amount  
23 to be determined by the trier of fact together with reasonable attorneys' fees  
24 pursuant to 15 USC 1681o.  
25  
26 52. Plaintiff has a private right of action to assert claims against Barclays arising  
27 under 15 USC 1681s 2(b).  
28

Formatted: Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

1     —**WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
2     against the Defendant Barclays for damages, costs, interest, and attorneys' fees.  
3

4     —  
5     —  
6     —  
7     —  
8     —  
9     —  
10     —  
11     —  
12     —  
13     —  
14     —  
15     —  
16     —  
17     —  
18     —  
19     —  
20     —  
21     —  
22     —  
23     —  
24     —  
25     —  
26     —  
27     —  
28     —

**Formatted:** List Paragraph, Line spacing: single, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Don't keep with next, Don't keep lines together

**Formatted:** Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: Not at 1.69"

—  
**WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
—  
**BARCLAYS**  
—

53. Plaintiff realleges the above paragraphs as if recited verbatim.

54. After being informed by Equifax that Plaintiff disputed the accuracy of the information it was providing, Barclays willfully failed to conduct a proper reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to remove the notation of "account in dispute."

55. Barclays willfully failed to review all relevant information available to it and provided by Equifax as required by 15 USC 1681s-2(b).

56. As a direct and proximate cause of Barclays' willful failure to perform its duties under the FCRA, Plaintiff has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

57. Barclays is liable to Plaintiff for either statutory damages or actual damages she has sustained by reason of its violations of the FCRA in an amount to be

1           determined by the trier of fact, together with an award of punitive damages in the  
2           amount to be determined by the trier of fact, as well as for reasonable attorneys'  
3           fees and costs she may recover therefore pursuant to 15 USC 1681n.

4           WHEREFORE, PLAINTIFF PRAYS that this court grants her a judgment  
5           against the Defendant Barelays for the greater of statutory or actual damages,  
6           plus punitive damages, along with costs, interest, and attorneys' fees.

7           COUNT VII

8           —  
9           NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT  
10           BY ALLY FINANCIAL

11           —  
12           58. Plaintiff realleges the above paragraphs as if recited verbatim.

13           59. After being informed by Equifax of Plaintiff's consumer dispute of the erroneous  
14           notation, Ally Financial negligently failed to conduct a proper investigation of  
15           Plaintiff's dispute as required by 15 USC 1681s-2(b).

16           60. Ally Financial negligently failed to review all relevant information available to it  
17           and provided by Equifax in conducting its reinvestigation as required by 15 USC  
18           1681s-2(b) and failed to direct Equifax to report the remove the notation of  
19           "account in dispute."

20           **Formatted:** List Paragraph, Line spacing: single, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

21           **Formatted:** Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

22           **Formatted:** Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

1   61. The Errant Tradeline is inaccurate and creates a misleading impression on  
2   Plaintiff's consumer credit file with Equifax to which it is reporting such  
3   tradeline.

4  
5   62. As a direct and proximate cause of Ally Financial's negligent failure to perform  
6   its duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
7   suffering, humiliation, and embarrassment.

8  
9   63. Ally Financial is liable to Plaintiff by reason of its violations of the FCRA in an  
10   amount to be determined by the trier of fact together with reasonable attorneys'  
11   fees pursuant to 15 USC 1681o.

12  
13   64. Plaintiff has a private right of action to assert claims against Ally Financial  
14   arising under 15 USC 1681s-2(b).

15  
16   —  
17   —  
18   —  
19   —  
20   —  
21   —  
22   —  
23   —  
24   —  
25   —  
26   —  
27   —  
28   —  
**WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
against the Defendant Ally Financial for damages, costs, interest, and attorneys'  
fees.

Formatted: List Paragraph, Line spacing: single, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Don't keep with next, Don't keep lines together

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: Not at 1.69"

1       65. Plaintiff realleges the above paragraphs as if recited verbatim.

2       66. After being informed by Equifax that Plaintiff disputed the accuracy of the  
3              information it was providing, Ally Financial willfully failed to conduct a proper  
4              reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to  
5              remove the notation of "account in dispute."

6       67. Ally Financial willfully failed to review all relevant information available to it  
7              and provided by Equifax as required by 15 USC 1681s 2(b).

8       68. As a direct and proximate cause of Ally Financial's willful failure to perform its  
9              duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
10             suffering, humiliation, and embarrassment.

11       69. Ally Financial is liable to Plaintiff for either statutory damages or actual damages  
12             she has sustained by reason of its violations of the FCRA in an amount to be  
13             determined by the trier of fact, together with an award of punitive damages in the  
14             amount to be determined by the trier of fact, as well as for reasonable attorneys'  
15             fees and costs she may recover therefore pursuant to 15 USC 1681n.

16       **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
17             against the Defendant Ally Financial for the greater of statutory or actual  
18             damages, plus punitive damages, along with costs, interest, and attorneys' fees.

19       Formatted: List Paragraph, Line spacing: single, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

20       —  
21       —  
22       **COUNT IX**

23       Formatted: Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

1  
2       —  
3       NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT  
4       BY CAINE & WEINER  
5       —

6       70. Plaintiff realleges the above paragraphs as if recited verbatim.  
7

8       71. After being informed by Trans Union of Plaintiff's consumer dispute of the  
9       erroneous notation, Caine & Weiner negligently failed to conduct a proper  
10      investigation of Plaintiff's dispute as required by 15 USC 1681s 2(b).  
11

12       72. Caine & Weiner negligently failed to review all relevant information available to  
13       it and provided by Trans Union in conducting its reinvestigation as required by  
14       15 USC 1681s 2(b) and failed to direct Trans Union to report the remove the  
15       notation of "account in dispute."  
16

17       73. The Errant Tradeline is inaccurate and creates a misleading impression on  
18       Plaintiff's consumer credit file with Trans Union to which it is reporting such  
19       tradeline.  
20

21       74. As a direct and proximate cause of Cine & Weiner's negligent failure to perform  
22       its duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
23       suffering, humiliation, and embarrassment.  
24

25  
26  
27  
28

Formatted: Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

1       75. Caine & Weiner is liable to Plaintiff by reason of its violations of the FCRA in  
2                    an amount to be determined by the trier of fact together with reasonable  
3                    attorneys' fees pursuant to 15 USC 1681e.

4  
5       76. Plaintiff has a private right of action to assert claims against Caine & Weiner  
6                    arising under 15 USC 1681s-2(b).

7  
8       **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
9                    against the Defendant Caine & Weiner for damages, costs, interest, and attorneys'  
10                  fees.

Formatted: List Paragraph, Line spacing: single, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Don't keep with next, Don't keep lines together

11  
12        —  
13        **COUNT X**  
14        —  
15  
16        **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
17                  **CAINE & WEINER**  
18        —  
19  
20       77. Plaintiff realleges the above paragraphs as if recited verbatim.  
21  
22       78. After being informed by Trans Union that Plaintiff disputed the accuracy of the  
23                  information it was providing, Caine & Weiner willfully failed to conduct a proper  
24                  reinvestigation of Plaintiff's dispute, and willfully failed to direct Trans Union to  
25                  remove the notation of "account in dispute."

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: Not at 1.69"

1      79. Caine & Weiner willfully failed to review all relevant information available to it  
2      and provided by Trans Union as required by 15 USC 1681s-2(b).  
3

4      80. As a direct and proximate cause of Caine & Weiner's willful failure to perform  
5      its duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
6      suffering, humiliation, and embarrassment.  
7

8      81. Caine & Weiner is liable to Plaintiff for either statutory damages or actual  
9      damages she has sustained by reason of its violations of the FCRA in an amount  
10     to be determined by the trier of fact, together with an award of punitive damages  
11     in the amount to be determined by the trier of fact, as well as for reasonable  
12     attorneys' fees and costs she may recover therefore pursuant to 15 USC 1681n.  
13

14     **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
15     against the Defendant Caine & Weiner for the greater of statutory or actual  
16     damages, plus punitive damages, along with costs, interest, and attorneys' fees.  
17

18     Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

19     —  
20     — **COUNT XI**  
21     —

22     Formatted: Justified, Line spacing: Double, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Don't keep with next, Don't keep lines together, Tab stops: Not at 0.5"

23     — **NEGLIGENCE VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
24     — **BY EQUIFAX**  
25     —

26     82. Plaintiff realleges the above paragraphs as if recited verbatim.  
27

28     Formatted: Don't keep with next

1       83. Defendant Equifax prepared, compiled, issued, assembled, transferred,  
2       published, and otherwise reproduced consumer reports regarding Plaintiff as that  
3       term is defined in 15 USC 1681a.  
4

Formatted: List Paragraph, Line spacing: single

5       84. Such reports contained information about Plaintiff that was false, misleading, and  
6       inaccurate.  
7

8       85. Equifax negligently failed to maintain and/or follow reasonable procedures to  
9       assure maximum possible accuracy of the information it reported to one or more  
10      third parties pertaining to Plaintiff, in violation of 15 USC 1681e(b).  
11

12      86. After receiving Plaintiff's consumer dispute to the Errant Tradelines, Equifax  
13      negligently failed to conduct a reasonable reinvestigation as required by 15  
14      U.S.C. 1681i.  
15

16      87. As a direct and proximate cause of Equifax's negligent failure to perform its  
17      duties under the FCRA, Plaintiff has suffered actual damages, mental anguish  
18      and suffering, humiliation, and embarrassment.  
19

20      88. Equifax is liable to Plaintiff by reason of its violation of the FCRA in an amount  
21      to be determined by the trier of fact together with her reasonable attorneys' fees  
22      pursuant to 15 USC 1681o.  
23

24      **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a  
25      judgment against Equifax for actual damages, costs, interest, and attorneys' fees.  
26

Formatted: List Paragraph, Line spacing: single, Numbered  
+ Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 +  
Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab  
stops: Not at 0.5"

1     —**COUNT XII**

2     —  
3     —  
4     —**WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**

5     —**BY EQUIFAX**

6     —  
7

8     89. Plaintiff realleges the above paragraphs as if recited verbatim.

9     90. Defendant Equifax prepared, compiled, issued, assembled, transferred,  
10       published, and otherwise reproduced consumer reports regarding Plaintiff as that  
11       term is defined in 15 USC 1681a.

12     91. Such reports contained information about Plaintiff that was false, misleading, and  
13       inaccurate.

14     92. Equifax willfully failed to maintain and/or follow reasonable procedures to assure  
15       maximum possible accuracy of the information that it reported to one or more  
16       third parties pertaining to Plaintiff, in violation of 15 USC 1681e(b).

17     93. After receiving Plaintiff's consumer dispute to the Errant Tradelines, Equifax  
18       willfully failed to conduct a reasonable reinvestigation as required by 15 U.S.C.  
19       1681i.

20     94. As a direct and proximate cause of Equifax's willful failure to perform its duties  
21       under the FCRA, Plaintiff has suffered actual damages, mental anguish and  
22       suffering, humiliation, and embarrassment.

23

24

25

26

27

28

Formatted: List Paragraph, Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: List Paragraph, Justified, Add space between paragraphs of the same style, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: Not at 0.5"

Formatted: List Paragraph, Line spacing: single

1       95. Equifax is liable to Plaintiff by reason of its violations of the FCRA in an amount  
2       to be determined by the trier of fact together with her reasonable attorneys' fees  
3       pursuant to 15 USC 1681n.  
4

5       WHEREFORE, PLAINTIFF PRAYS that this court grants her a  
6       judgment against Defendant Equifax for the greater of statutory or actual  
7       damages, plus punitive damages along with costs, interest, and reasonable  
8       attorneys' fees.  
9

Formatted: List Paragraph, Line spacing: single, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: Not at 0.5"

10      —  
11      COUNT XIII  
12      —  
13

14      —  
15      NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT  
16      BY TRANS UNION  
17      —  
18

19       96. Plaintiff realleges the above paragraphs as if recited verbatim.  
20

Formatted: Don't keep with next

21       97. Defendant Trans Union prepared, compiled, issued, assembled, transferred,  
22       published, and otherwise reproduced consumer reports regarding Plaintiff as that  
23       term is defined in 15 USC 1681a.  
24

Formatted: List Paragraph, Line spacing: single

25       98. Such reports contained information about Plaintiff that was false, misleading, and  
26       inaccurate.  
27

1       99. Trans Union negligently failed to maintain and/or follow reasonable procedures  
2                  to assure maximum possible accuracy of the information it reported to one or  
3                  more third parties pertaining to Plaintiff, in violation of 15 USC 1681e(b).

4       100. After receiving Plaintiff's consumer dispute to the Errant Tradeline, Trans  
5                  Union negligently failed to conduct a reasonable reinvestigation as required by  
6                  15 U.S.C. 1681i.

7       101. As a direct and proximate cause of Trans Union's negligent failure to  
8                  perform its duties under the FCRA, Plaintiff has suffered actual damages, mental  
9                  anguish and suffering, humiliation, and embarrassment.

10      102. Trans Union is liable to Plaintiff by reason of its violation of the FCRA in  
11                  an amount to be determined by the trier of fact together with her reasonable  
12                  attorneys' fees pursuant to 15 USC 1681o.

13      WHEREFORE, PLAINTIFF PRAYS that this court grants her a  
14                  judgment against Trans Union for actual damages, costs, interest, and attorneys'  
15                  fees.

16      Formatted: List Paragraph, Line spacing: single, Numbered  
17                  + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 +  
18                  Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab  
19                  stops: Not at 0.5"

20      **COUNT XIV**

21      **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**

22      **BY TRANS UNION**

23      Formatted: List Paragraph, Justified, Add space between  
24                  paragraphs of the same style, Numbered + Level: 1 +  
25                  Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left +  
26                  Aligned at: 0.25" + Indent at: 0.5", Tab stops: Not at 0.5"

27      Formatted: List Paragraph, Justified, Numbered + Level: 1 +  
28                  Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left +  
                Aligned at: 0.25" + Indent at: 0.5"

1 —  
2 103. Plaintiff realleges the above paragraphs as if recited verbatim.  
3  
4 104. Defendant Trans Union prepared, compiled, issued, assembled,  
5 transferred, published, and otherwise reproduced consumer reports regarding  
6 Plaintiff as that term is defined in 15 USC 1681a.  
7  
8 105. Such reports contained information about Plaintiff that was false,  
9 misleading, and inaccurate.  
10  
11 106. Trans Union willfully failed to maintain and/or follow reasonable  
12 procedures to assure maximum possible accuracy of the information that it  
13 reported to one or more third parties pertaining to Plaintiff, in violation of 15  
14 USC 1681e(b).  
15  
16 107. After receiving Plaintiff's consumer dispute to the Errant Tradeline, Trans  
17 Union willfully failed to conduct a reasonable reinvestigation as required by 15  
18 U.S.C. 1681i.  
19  
20 108. As a direct and proximate cause of Trans Union's willful failure to perform  
21 its duties under the FCRA, Plaintiff has suffered actual damages, mental anguish  
22 and suffering, humiliation, and embarrassment.  
23  
24 109. Trans Union is liable to Plaintiff by reason of its violations of the FCRA  
25 in an amount to be determined by the trier of fact together with her reasonable  
26 attorneys' fees pursuant to 15 USC 1681n.  
27  
28

Formatted: List Paragraph, Line spacing: single

1        **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a  
2        judgment against Defendant Trans Union for the greater of statutory or actual  
3        damages, plus punitive damages along with costs, interest, and reasonable  
4        attorneys' fees.

5        **COUNT XV**

6        **VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT BY**  
7        **AMERICOLLECT**

8        **¶10.18.** Plaintiff reincorporates the above paragraphs as if recited verbatim.

9        **¶11.19.** At all relevant times Defendant, Americollect, in the ordinary course of  
10      its business, regularly engaged in the practice of collecting debts on behalf of  
11      other individuals or entities.

12      **¶12.20.** Plaintiff is a "consumer" for purposes of the FDCPA and the account at  
13      issue in this case is a consumer debt.

14      **¶13.21.** Defendant, Americollect is a "debt collector" under the Fair Debt  
15      Collection Practices Act ("FDCPA"), 15 U.S.C. §1692a(6).

16      **¶14.22.** Defendant Americollect's foregoing acts in attempting to collect this  
17      alleged debt violated the following provisions of the FDCPA:

18            a. 15 U.S.C. §1692e(2)(A) by falsely representing the character, amount, or  
19            legal status of any debt by continuing to report the collection item with a  
20            dispute comment after informed of the inaccuracy; and

1           a.b. 15 U.S.C. §1692e(8) by reporting credit information which is  
2           known to be false, including failure to communicate that the debt is not  
3           disputed by failing to remove the inaccurate dispute comment from the  
4           Errant Tradeline after being asked to do so by Plaintiff.

5  
6           23. To date, and as a direct and proximate cause of the Americollect's failure to  
7           honor its statutory obligations under the FDCPA, the Plaintiff has continued to  
8           suffer anxiety, embarrassment, humiliation, and stress from a degraded credit  
9           report and credit score. Americollect has willfully continued to report false  
10          information on the Plaintiff's credit report.

11  
12          24. Plaintiff suffered harm and damages at the hands of Americollect as this harm  
13          was one that was specifically identified and intended to be protected against on  
14          behalf of a consumer, such as the Plaintiff, by Congress.

15  
16          25. Americollect's failure to remove the inaccurate dispute comment from  
17          the collection item in Plaintiff's credit file is annoying, embarrassing, and  
18          humiliating to the Plaintiff as it creates a false impression regarding her credit.

19  
20          26. Plaintiff has suffered economic, emotional, general and statutory  
21          damages as a result of these violations of the FDCPA.

22  
23          **WHEREFORE, PLAINTIFF PRAYS** that this court grant her a judgment  
24          against Americollect for statutory damages, actual damages, punitive damages,

1 statutory costs, interest, and attorneys' fees as provided by the Fair Debt Collection  
2 Practices Act.

3

4 **COUNT XVI**

5 **VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT BY**  
6 **CAINE & WEINER**

7 117. Plaintiff reincorporates the above paragraphs as if recited verbatim.

8 118. At all relevant times Defendant, Caine & Weiner, in the ordinary course  
9 of its business, regularly engaged in the practice of collecting debts on behalf of  
10 other individuals or entities.

11 119. Plaintiff is a "consumer" for purposes of the FDCPA and the account at  
12 issue in this case is a consumer debt.

13 120. Defendant, Caine & Weiner, is a "debt collector" under the Fair Debt  
14 Collection Practices Act ("FDCPA"), 15 U.S.C. §1692a(6).

15 121. Defendant Caine & Weiner's foregoing acts in attempting to collect this  
16 alleged debt violated the following provisions of the FDCPA:

17 b. 15 U.S.C. §1692e by reporting credit information which is known to be  
18 false.

19 122. To date, and as a direct and proximate cause of the Caine & Weiner's  
20 failure to honor its statutory obligations under the FDCPA, the Plaintiff has  
21 continued to suffer from a degraded credit report and credit score. Caine &

22 Formatted: Indent: Left: 0.5", No bullets or numbering

1           Weiner has willfully continued to report false information on the Plaintiff's  
2           credit report.  
3

4           123. Plaintiff has suffered economic, emotional, general, and statutory  
5           damages as a result of these violations of the FDCPA.  
6

7           **WHEREFORE, PLAINTIFF PRAYS** that this court grant her a judgment  
8           against Caine & Weiner for statutory damages, actual damages, costs, interest, and  
9           attorneys' fees as provided by the Fair Debt Collection Practices Act.  
10

11

12

13           **JURY DEMAND**

14

15           Plaintiff hereby demands a trial by Jury.

16

17 DATED: April 5 July ,29, 2021

18

19           By: /s/Richard M. Maseles

20           Formatted: List Paragraph, Tab stops: 0.5", Left

21           Richard M. Maseles  
22           ED MO Bar # 58243MO  
23           110 Crestmere Ave.  
24           Columbia, MO 65203  
25           richard@richardmaseles.com  
26           Attorneys for Plaintiff,  
27           Cassie Green a.k.a:  
28           Cassie Hayes McDonald

29

30           Of Counsel to:  
31           Credit Repair Lawyers of America  
32           22142 West Nine Mile Road  
33           Southfield, MI 48033  
34           Telephone: (248) 353-2882

1 \_\_\_\_\_ Faesimile: (248) 353-4840  
2  
3 \_\_\_\_\_ /s/ **Andrew M. Esselman**  
4 \_\_\_\_\_ Andrew M. Esselman #64837  
5 \_\_\_\_\_ Credit Law Center, LLC  
6 \_\_\_\_\_ 4041 NE Lakewood Way, Suite 200  
7 \_\_\_\_\_ Lee's Summit, MO 64064  
8 \_\_\_\_\_ Tel: (816) 246-7800  
9 \_\_\_\_\_ Fax: (855) 523-6884  
10 \_\_\_\_\_ andrewewe@creditlawcenter.com  
11 \_\_\_\_\_ Counsel for Plaintiff  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

